

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for QuotationSolicitation Number: **PM6044**Due Date: **01/27/06 Close of Business**

Date Sent: January 13, 2006

Goods and services to be purchased: **Kingston Canyon Diversion Project****Must Complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, Terms and Conditions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Contractor License Number	Contractor License Expiration Date	Contractor Class Title	Contractor Class Number
CONTRACTOR MUST BE A LICENSED CONTRACTOR IN THE STATE OF UTAH TO BID FOR THIS PROJECT. SEE WWW.PURCHASING.UTAH.GOV CURRENT BIDS CONTRACTOR CLASSIFICATION FOR CURRENT CLASSIFICATION CODES.			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING
GENERAL SERVICES**

Request for Quotation

Solicitation Number: PM6044

Due Date: 01/27/06

Vendor Name:

Item#	Qty	Unit	Description	Total Cost
001	1	Job	Kingston Canyon Diversion Project per attached specifications.	

This is a Request for Quotation, therefore you may mail or fax your response by close of business 01/27/06 .

FAX: (801) 538-3882. Note: a faxed Bid Bond is acceptable.

REQUIREMENTS:

BONDS:

A 5% bid bond will be required at the time of bid submission and a 100% performance/payment bond will be required of the successful bidder.

CHANGES OR MODIFICATIONS TO PROCUREMENT:

Any modification to this procurement effort shall be made in writing by addendum issued by the state division of purchasing. Only authorized and properly issued addenda shall constitute the official position of the state and shall be binding. Anyone submitting a response to this solicitation, with basis in or on other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the state.

QUESTIONS:

For questions regarding the specifications, please contact Dave Hillier at 435-865-6108

For bid processing questions, please contact Paul Mash at 801-538-3138

Reference: RX 560 65600000021

Commodity Code: 91223

REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

1. QUOTATION PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the quotation the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This quote may not be withdrawn for a period of 60 days from quote due date. (h) Incomplete quotes may be rejected.

2. SUBMITTING THE QUOTATION: (a) The quote must be signed in ink and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 or faxed to (801) 538-3882 by the due date and time. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page.** (b) The state will consider faxed quotes. Faxed quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the Request for Quotation (RFQ). Access to state facsimile machine is on a "first come first served" basis and the state does not guarantee the vendor's access to the machine at any particular time. (c) All prices quoted must be both F.O.B. Origin and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the quotation for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their quote which is not to be disclosed to the public or used for purposes other than the evaluation of the quote. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any quote will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Quotes submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in the RFQ, when required by DIVISION, must be furnished free of charge to DIVISION. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the vendor's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase Orders placed, or contracts written, with the State of Utah, as a result of this RFQ, will not be legally binding without the appropriate signature of the DIVISION.

8. AWARD OF CONTRACT: (a) **This is an informal quotation which will not be read at a public opening;** however, the information may be publicly reviewed after award. To obtain a copy of this record (tabulation) you may either enclose a stamped self-addressed envelope, or review tabulation in our office. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible vendor that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The DIVISION may accept any item or group of items, or overall low quote. (d) The DIVISION has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DIVISION can reject any and all quotes or waive any informality, or technicality in any quote received, if the DIVISION believes it would serve the best interest of the State. (f) Before, or after, the award of a contract the DIVISION has the right to inspect the vendor's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law which will be applied against vendors quoting products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (i) Tabulations of quotes and awards are posted under "Vendor Info" at www.purchasing.utah.gov. (j) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The vendor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision 5 Oct 2005 - RFQ Instructions)

PURCHASE ORDER CONTRACT: TERMS AND CONDITIONS

ACCEPTANCE OF THIS PURCHASE ORDER BINDS THE CONTRACTOR TO ALL THESE TERMS AND CONDITIONS AND ALL THE TERMS, CONDITIONS AND PROVISIONS INCLUDED IN THE SOLICITATION THE DIVISION OF PURCHASING OFFERED RELATING TO THIS PURCHASE ORDER.

1. **AUTHORITY:** Provisions of this Purchase Order are pursuant to the authority set forth in the Utah Procurement Code, 63-56, Utah Code Annotated (U.C.A.) 1953, as amended, and the Utah State Procurement Rules and Regulations. Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Purchase Order shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Purchase Order or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
3. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, U.C.A., 1953, as amended. Further, Contractor certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U.C.A., 1953, as amended, to any officer or employee of the State of Utah to secure favorable treatment with respect to being awarded this Purchase Order.
4. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the State of Utah to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein.
5. **INDEMNITY:** Contractor agrees to indemnify, save harmless and release the State of Utah, including all state officers, agents and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this contract by the Contractor, its officers, agents, volunteers, employees or subcontractors.
6. **EQUAL OPPORTUNITY CLAUSE:** Contractor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A., 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color or national origin and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993 which prohibits sexual harassment in the workplace. Contractor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
7. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.
8. **CANCELLATION OR REVISION:** This Purchase Order may be changed, revised or canceled only by the Division of Purchasing giving written notice to the Contractor.
9. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is **E33399**. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless sales tax is included as a separate line item on this purchase order.
10. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
11. **PRICING AND INVOICING:** Prices to be paid for item(s) ordered are the prices listed on this Purchase Order, which include all shipping and delivery charges, unless otherwise described on this order. **CONTRACTOR WILL, AFTER DELIVERY, PROMPTLY SUBMIT A CORRECT INVOICE TO THE ORDERING AGENCY.** Contractor agrees that the state has a right to adjust any invoice that reflects incorrect pricing. Unless otherwise specified, payment terms shall be Net 30 days. Where prompt payment discounts apply, the period for computing a discount shall begin on the date a correct invoice, including any adjustment for damage or incomplete shipment, is received by the state. Discount will be taken on the total amount of the invoice.
12. **DELIVERY:** Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. Also, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. **UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER.** All items listed on this Purchase Order are subject to the approval of the ordering agency. Items rejected by ordering agency for not conforming to specifications in this order shall be at Contractor's risk.
13. **PURCHASE ORDER NUMBER:** PURCHASE ORDER NUMBER must be clearly shown on shipping labels, packing slips, invoices and correspondence relating to this purchase.
14. **PATENTS, COPYRIGHTS, ETC.:** The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from any liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the purchase order and any response to related bids will be public documents, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the purchase order, bid response, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

Kingston Canyon Diversion Project

The Utah Division of Wildlife Resources (UDWR) is requesting bids for construction of a **concrete diversion structure** with head gates and a V-notch weir. The project is located on the East Fork Sevier River in Kingston Canyon, approximately 7 miles east of Kingston town, Piute County (see maps for project location). **The project must be completed by April 1, 2006.** The price bid should reflect the total cost to complete all of the project as described herein.

General Information

The contractor will build the concrete diversion structure as specified in attached drawings #1 – 4 and as described in this bid. The contractor shall furnish all material for the diversion structure including concrete, gravel, rebar, 3 head gates, 90 degree V-notch weir, weir staff gage, HPPE pipe and any other necessary parts or materials. The contractor shall furnish all labor, equipment and materials required to complete the permanent works as specified.

Specifications

- Graded rock riprap is provided at the project site, but riprap must be placed in the locations indicated on drawings #1 – 4 by the contractor. Riprap does not have to be grouted.
- Once the concrete structure has dried and set, dirt, rock and gravel must be pack tightly around the walls of the diversion structure, the work area contoured to surrounding topography and the area cleaned-up of any trash and debris from construction.
- The water flow entry channel into the diversion structure shall be cleared of any rock, sediment or debris.
- Concrete used must be Utah Department of Transportation (UDOT) approved, class AA AE (Class 4,000 concrete, $f_c = 4,000$ psi).
- Exposed concrete edges shall be chamfered 1" or rounded.
- Reinforcement bars are #5 bar (3/8") @ 12" o.c. both ways, steel reinforcement grade 60, $f_y = 60,000$ psi.
- Spacing of reinforcement bars is measured center to center of bars. Bar cover is clear distance between surface of bar and face of concrete, and unless otherwise shown is 2" for formed and top surfaces and 3" for surfaces placed against earth.
- The 90 degree V-notch wier, weir staff gage, 3 headgates, and HPPE pipe shall be permanently installed on the structure as indicated on drawings #1 – 4.
- The 90 degree V-notch weir plate shall be 0.25 inch (1/4") thickness of hot dipped galvanized or stainless steel, structural steel A-36, $f_y = 36,000$ psi.
- The crest of the V-notch of the weir shall be straight and sharp-edged. Each side of the V-notch should make a 45 degree angle with a vertical line through the vertex of the notch. The crest of the V-notch shall be beveled to a chisel edge, 45 degrees from the vertical to produce an edge of 0.0625 inch (1/16") thickness. The V-notch weir is to be installed with the beveled face on the downstream side (see attached drawing #4).
- The vertical sides and bottom of the V-notch weir must fit flush and tight against the concrete with no gaps.
- The three headgates provided shall be as specified on the attached drawings #1-4.
- All permanent nuts, bolts and washers used shall be galvanized or stainless steel.

- The elevation of the existing 24" concrete pipe shall not be changed. The existing 24" concrete pipe may be removed to facilitate construction of the new diversion structure, but the 24" concrete pipe or replacement pipe must be reset at the original elevation. All elevations and heights of the concrete diversion structure are based on the existing elevation of the inside bottom of the 24" concrete pipe.
- The project does not include building the rock cross-vane in the stream, which is already in place.
- Revegetation of the project site will be the responsibility of the UDWR.
- A UDWR representative must inspect the completely framed project prior to concrete being poured.
- At least 24 hours prior to concrete being poured the contractor must notify the designated UDWR representative of the name and address of the concrete or cement company that will be providing the concrete.
- The completed project must pass a final inspection by a UDWR representative to be sure all specifications are met before payment for work is made.

The diversion site will have to be excavated out to the proper elevation and dimensions based on the current elevation and location of the existing 24" concrete pipe. Some method will have to be used to divert stream flows away from the excavated diversion site, such as a temporary rock, tarp and earthen dam. Most likely there will be water seepage and ground water in the excavated diversion site and water will have to be pumped out when framing and pouring concrete. Wet concrete is toxic to fish and is not permitted to enter the stream.

The UDWR has already been issued a Stream Channel Alteration permit (No. 05-61-01SA) by the Utah Division of Water Rights to build the diversion structure. The contractor will work under the authorization of the permit and follow all conditions of the permit (see attached permit). The contractor will be solely responsible for any violations of conditions of the Stream Channel Alteration permit that they commit. Water levels in the stream could rise or drop according to weather (rain or snow) and releases from Otter Creek Reservoir. Impacts, damages, or delays to any part of the project, materials or equipment due to changes in stream flows are the sole responsibility of the contractor.

Access to Work Site

The diversion structure is located on the other side of the river from State Route 62. There does not seem to be a safe method to get a concrete truck across the river to the diversion site. Unless the contractor can arrange otherwise, concrete will have probably have to be pumped across the river with a concrete pumper truck. The closest a pumper truck can get to the diversion site is approximately 115 feet on the opposite side of the river, just off State Route 62.

There is a bridge across the river that will support pick-up trucks and trailers with a dirt road leading to the diversion site. There is a place to cross the stream just below the bridge where an excavator or backhoe can drive across the stream. The weight capacity of the bridge is not known. The contractors can only use the bridge at their own risk. The State of Utah or Utah Division of Wildlife Resources assumes no liability for any damages, financial costs, or problems caused by use of the bridge, including crossing with too much weight.

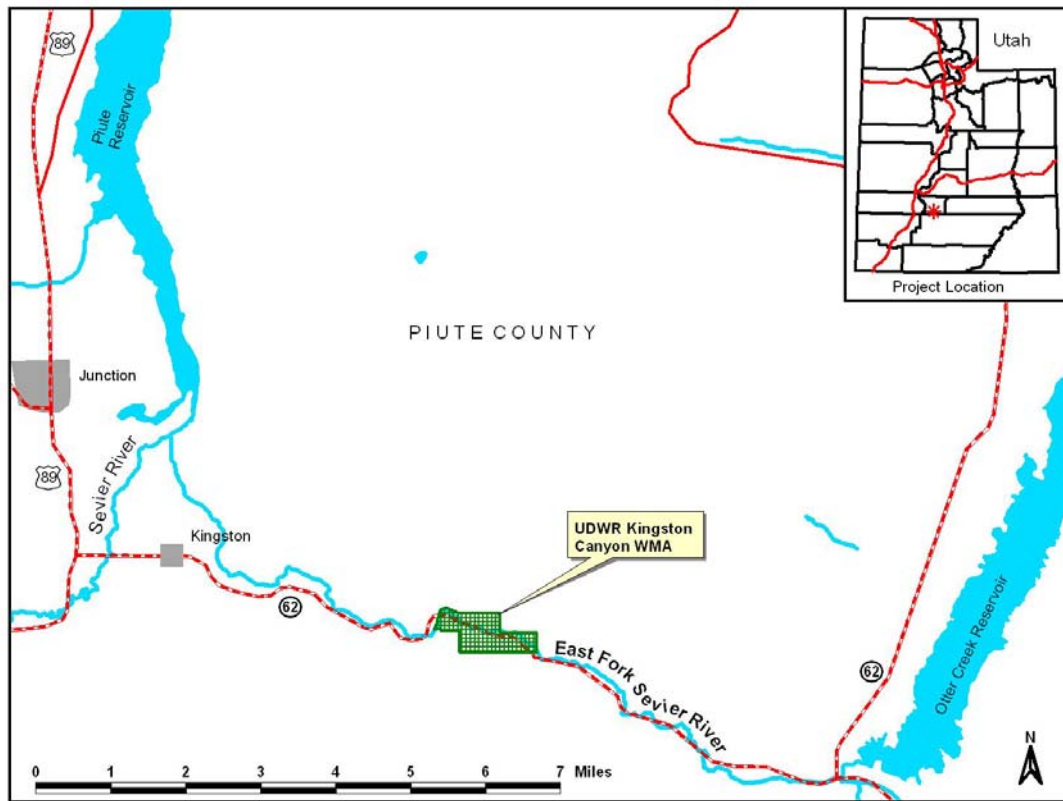
Time Schedule

- Work can begin immediately.
- The diversion structure, including rock riprap and soil and rock packed around walls must be completed by April 1, 2006.

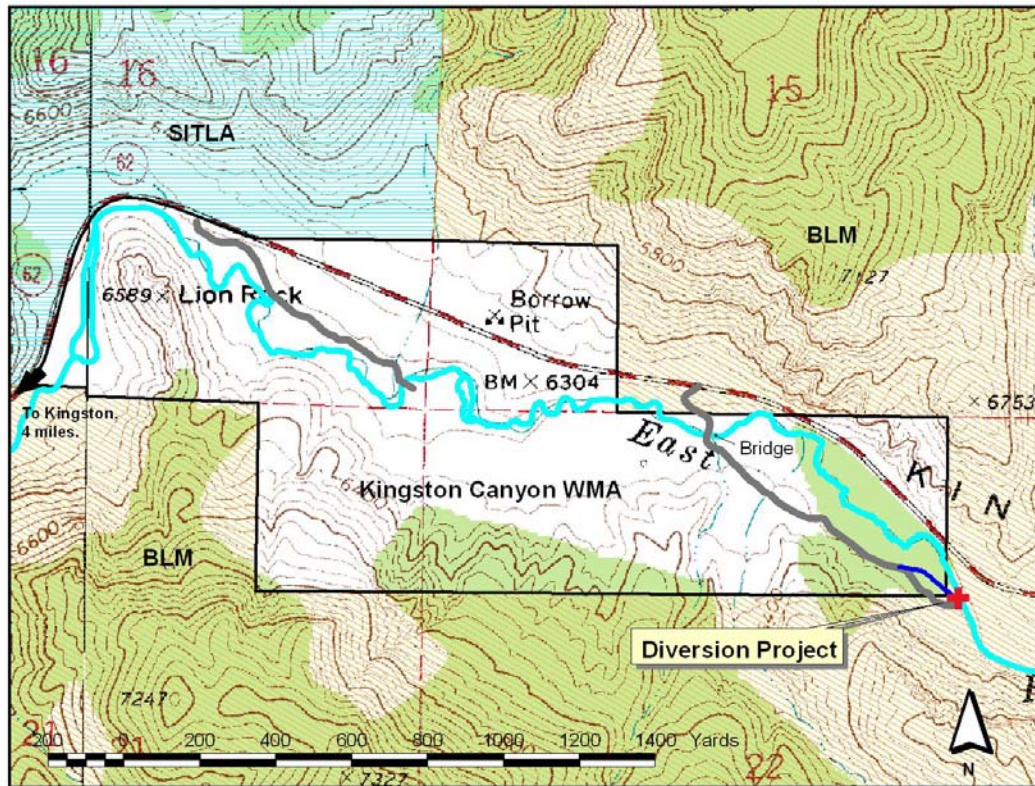
Bidders and/or contractors are urged to visit the project site and by their own investigations determine the existing conditions that may affect the work to be done to meet the specifications described herein. If the bidder or contractor chooses not to visit the site, he/she will be responsible for the knowledge of the conditions and for performing and completing the work to the specifications described herein. Bidders or contractors assume all responsibility for their deductions and conclusions as to the difficulties, amount of time and labor, and other necessities in performing the work and meeting the specifications described herein.

Bidders or contractors may visit the project site on their own or arrange a site visit with a UDWR representative. The UDWR can provide digital photographs of the site to any bidders. To arrange a site visit with UDWR or for photographs, additional information or questions, contact Stan Beckstrom at our Cedar City office at (435) 865-6108 or cell phone at (435) 559-0797.

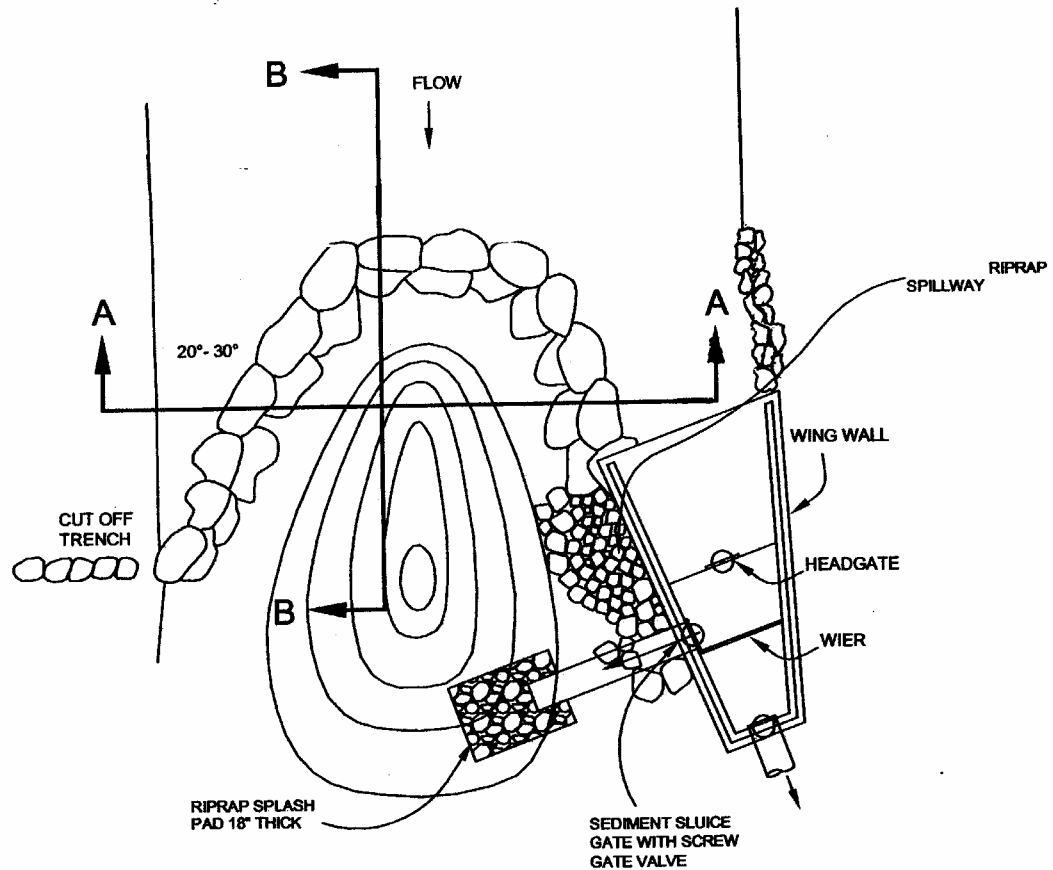
Location of concrete diversion structure project.



Location of Kingston Canyon WMA diversion structure.

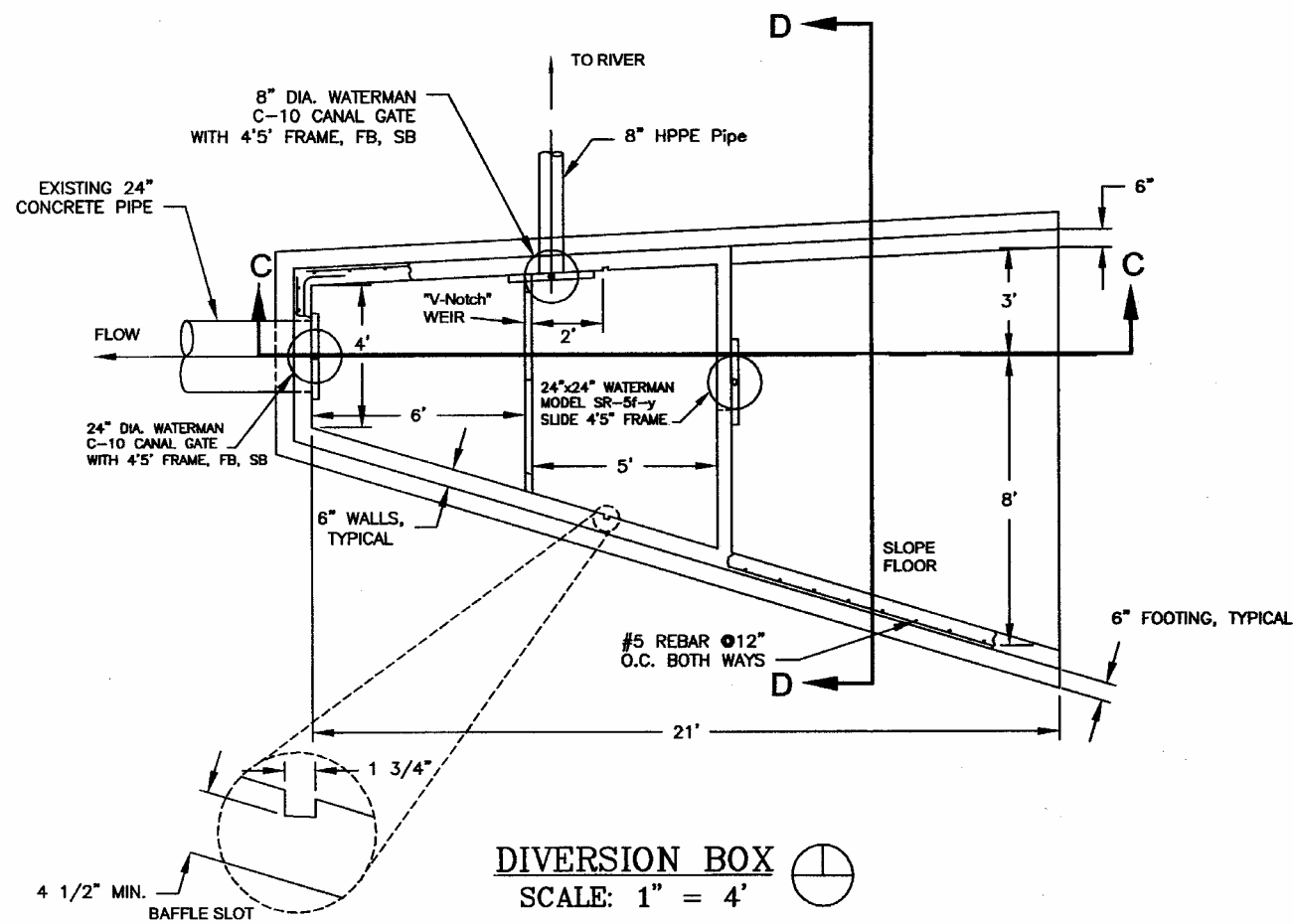


Drawing #1. (Drawing is a copy and is not to scale.)

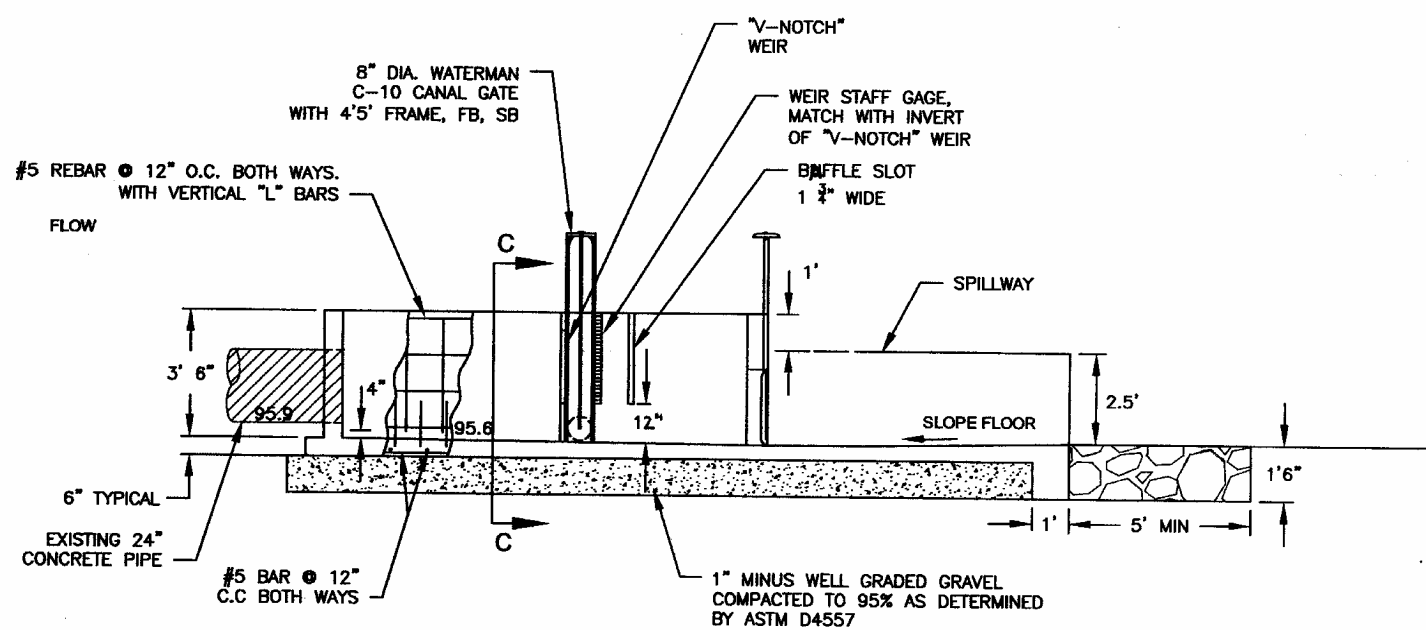



CROSS VANE WITH DIVERSION BOX
PLAN VIEW NTS

Drawing #2. (Drawing is a copy and is not to scale.)

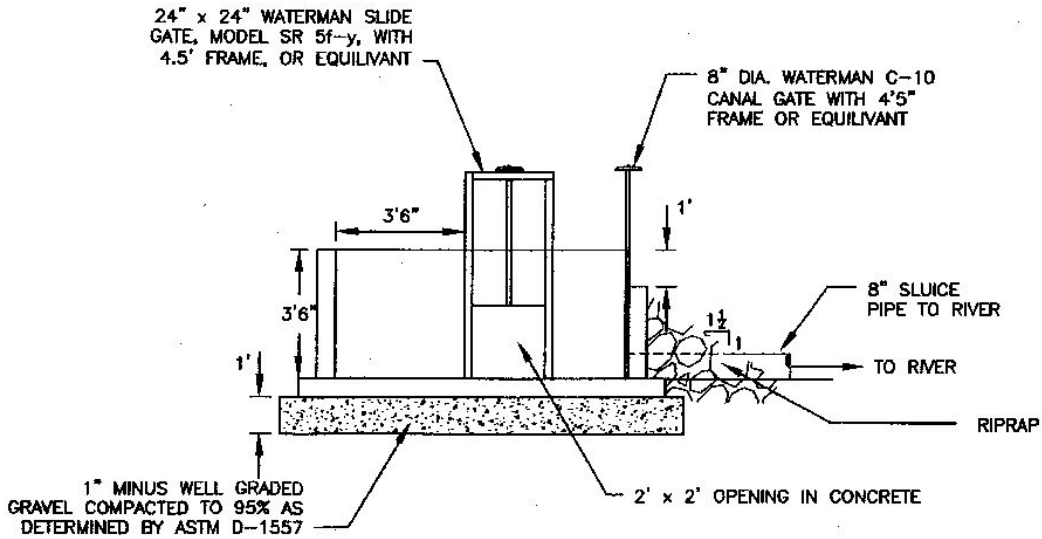


Drawing #3. (Drawing is a copy and is not to scale.)

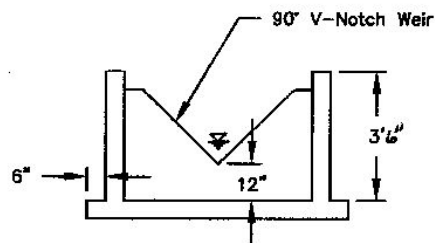


DIVERSION BOX
CROSS SECTION C-C 
SCALE: 1" = 4'

Drawing #4. (Drawing is a copy and is not to scale.)



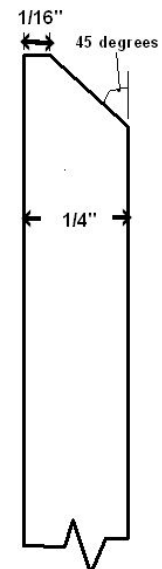
DIVERSION BOX
CROSS SECTION D-D
 SCALE: 1" = 4'



WEIR DETAIL



Downstream water flow →



V-notch weir plate detail of top edge



JON M. HUNTSMAN, JR.
Governor
GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

Division of Water Rights

MICHAEL R. STYLER
Executive Director

JERRY D. OLDS
State Engineer/Division Director

February 22, 2005

Stan Beckstrom
Utah Division of Wildlife Resources
P.O. Box 606
Cedar City, UT 84721

RE: Stream Channel Alteration Permit Number 05-61-02SA for replacement of an existing diversion structure with a new cross-vane diversion and associated headgate on the East Fork of the Sevier River in Piute County.
EXPIRATION DATE: February 22, 2006

Your application to Alter a Natural Stream Channel Number 05-61-02SA is hereby approved pursuant to the requirements of Section 73-3-29 of the Utah Code Annotated, 1953. This approval also constitutes compliance with Section 404 (e) of the Clean Water Act (33 USC 1344) pursuant to General Permit 040 issued to the State of Utah by the U.S. Army Corps of Engineers on October 15, 1987, and amended May 4, 2004.

Work performed under this permit is subject to the following conditions:

1. The expiration date of this approved application is February 22, 2006. The expiration date may be extended, at the State Engineer's discretion, by submitting a written request outlining the need for the extension and the reasons for the delay in completing the proposed stream alteration.
2. A copy of this approved permit must be kept onsite at any time the work under this approved permit is in progress.
3. Work must be accomplished during a period of low flow. Sediment introduced into stream flows during construction must be controlled to prevent increases in turbidity downstream. Flows must be diverted away from the construction area using a non-erodible cofferdam or other means of bypass.
4. Impacts to the stream channel and surrounding environment must be minimized. Vegetation should not be destroyed, but if some disturbance is necessary, then revegetating with native species will be required, especially of woody shrubs. The channel contours and configuration must not be changed except in the case of bank contouring for stabilization purposes.

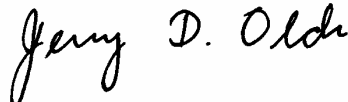
5. Whenever an applicant causes the water turbidity in an adjacent surface water to increase 10 NTU's or more, the applicant shall notify the Division of Water Quality.
6. Fill materials should be free of fines, waste, pollutants, and noxious weeds/seeds.
7. Equipment should work from the top of the bank or from the channel to minimize disturbance to the riparian area and to protect the banks. Heavy equipment should avoid crossing and/or disturbing wetlands.
8. Machinery must be properly cleaned and fueled offsite prior to construction.
9. Excavated material and construction debris may not be wasted in any stream channel or placed in flowing waters, this will include material such as grease, oil, joint coating, or any other possible pollutant. Excess materials must be wasted at an upland site well away from any channel. Construction materials, bedding material, excavated material, etc. may not be stockpiled in riparian or channel areas.
10. Best Management Practices should be implemented and maintained during any stream side or instream work to minimize sedimentation, temporary erosion of stream banks, and needless damage or alteration to the stream bed.
11. Approval of this application does not authorize trespass, easements, rights-of-way, or any other access and land use permits. It is the responsibility of the applicant to obtain any such authorizations as may be necessary for this proposal.
12. Within 30 days after the completion of this project, the attached compliance certification form must be completed and returned to the U.S. Army Corps of Engineers. Failure to return this compliance certification form would invalidate U.S. Army Corps of Engineers General Permit 040, thereby placing the applicant in violation of Section 404 of the Clean Water Act.

This Decision is subject to the provisions of Rule R655-6 of the Division of Water Rights and to Sections 63-46b-13 and 73-3-14 of the Utah Code Annotated, 1953 as amended, which provide for filing either a Request for Reconsideration with the State Engineer, or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this decision. However, a Request for Reconsideration is not a prerequisite for a court appeal. A court appeal must be filed within 30 days after the date of this Decision, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

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If you have any questions or need further clarification, please contact Chuck Williamson at 801-538-7404.

Sincerely,



Jerry D. Olds, P.E.
State Engineer

JDO/cw/jm

This permit was mailed on Feb 22 2005 to the addressee and the following:

By: 
Judy Mattson, Secretary

Enclosure

pc: Corps of Engineers
Kirk Forbush - Regional Engineer
Dave Ruiter - EPA
Field Supervisor - U.S. Fish & Wildlife
Carolyn Wright - Dept. of Natural Resources
Bruce Bonebrake - Regional Wildlife Habitat Manager
Bill Bradwisch - Aquatic Habitat Coordinator